



September 14, 2020

Mr. Tony Guigli
Project Manager
Building Department
333 Washington Street
Brookline, MA 02445

Re: Michael Driscoll School Project
Designer Services Contract Amendment No. 14

Dear Mr. Guigli,

LeftField has reviewed Designer Contract Amendment No. 14 presented by Jonathan Levi Architects in their Fee Proposal for Supplemental Geo-environmental Engineering Services, dated September 3, 2021, to be performed provided by their Consultant, McPhail Associates. This Contract Amendment is for the anticipated Task 8 work related to the Task 4 Supplemental Geo-environmental Services approved in Contract Amendment No. 10. The scope of services is to provide additional subsurface explorations to obtain soil samples to determine the extent of soil and groundwater contamination along the property line to the east within the existing driveway along the commercial properties. McPhail's fee for the services outlined is \$18,000.00 and JLA's administrative cost is \$1,800.00 per the Designer Contract.

The scope of services was previously presented and held until the services were required to be performed. The cost of the work aligns with the costs approved in Contract Amendment No. 10 for the same services provided in the vicinity of the release as previously presented to the Building Commission. Therefore, LeftField recommends that the Town of Brookline accept Designer Contract Amendment No. 14 for the total of \$19,800.00.

Should you have any questions regarding this recommendation of approval, please contact me.

Sincerely,

Lynn Stapleton, AIA, LEED AP B D + C

Cc: Jim Rogers, LeftField, LLC
Jennifer Carlson, LeftField, LLC
Adam Keane, LeftField, LLC
Philip Gray, Jonathan Levi Architects

CONTRACT FOR DESIGNER SERVICES
AMENDMENT NO. 14

WHEREAS, the TOWN OF BROOKLINE (“Owner”) and JONATHAN LEVI ARCHITECTS LLC. (the “Designer”) (collectively, the “Parties”) entered into a Contract on August 31, 2018, (“Contract”) for Designer Services for the New Construction of the Michael Driscoll Elementary School, Abatement and Demolition of the Existing School, Site Improvements and All Associated Work at the 64 Westbourne Terrace, Brookline, MA 02446; and

WHEREAS, the scope of this work is summarized in the attached Jonathan Levi Architects’ (JLA) Proposal, dated September 3, 2021, for Supplemental Geo-environmental Engineering Services to be performed by McPhail Associates and as outlined in their November 18, 2020 Proposal that was previously obtained for the anticipated work; and

WHEREAS, Contract Amendment No. 2 was approved by the Town of Brookline on January 17, 2020; and

WHEREAS, Contract Amendment No. 3 was approved by the Town of Brookline on March 18, 2020; and

WHEREAS, Contract Amendment No. 4 was approved by the Town of Brookline on March 26, 2020; and

WHEREAS, Contract Amendment No. 5 was approved by the Town of Brookline on March 26, 2020; and

WHEREAS, Contract Amendment No. 6 was approved by the Town of Brookline on May 12, 2020; and

WHEREAS, Contract Amendment No. 7 was approved by the Town of Brookline on June 9, 2020; and

WHEREAS, Contract Amendment No. 8 was approved by the Town of Brookline on August 11, 2020; and

WHEREAS, Contract Amendment No. 9 was approved by the Town of Brookline on August 11, 2020; and

WHEREAS, Contract Amendment No. 10 was approved by the Town of Brookline on October 13, 2020; and

WHEREAS, Contract Amendment No. 11 was approved by the Town of Brookline on March 9, 2021; and

WHEREAS, Contract Amendment No. 12 was approved by the Town of Brookline on April 13, 2021; and

WHEREAS, Contract Amendment No. 13 is being presented with Contract Amendment 14 for approval on September 14, 2021; and

WHEREAS, effective as of September 14, 2021, the parties wish to amend the contract, as amended:

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained in this Amendment, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. The Owner hereby authorizes this Contract Amendment No. 14 for the total value of \$19,800.00. This Amendment is based on JLA’s Consultant McPhail Associates’ Proposal, dated November 18, 2020 for \$18,000.00 and JLA’s administrative mark-up of 10% for \$1,800.00. This Amendment is for performing anticipated supplemental Geo-environmental Engineering Services. The Designer is herein authorized to commence the services outlined in this Amendment, pursuant to the terms and conditions set forth in the Contract, as amended.

2. For the performance of services required under the Contract, as amended, the Designer shall be compensated by the Owner in accordance with the following Fee for Basic Services:

Fee for Basic Services		Previous Amendments	Amount of This Amendment	Total of All Amendments
Feasibility Study/Schematic Design Phase	\$1,179,260	\$ 500	\$ 0	\$ 1,179,760
CA #2 - Design Development Phase	\$ 0	\$ 1,814,766	\$ 0	\$ 1,814,766
CA #2 - Construction Documents Phase	\$ 0	\$ 2,540,672	\$ 0	\$ 2,540,672
CA #2 - Bidding Phase	\$ 0	\$ 290,363	\$ 0	\$ 290,363
CA #2 - Construction Phase	\$ 0	\$ 2,540,672	\$ 0	\$ 2,540,672
CA #2 - Completion Phase	\$ 0	\$ 72,590	\$ 0	\$ 72,590
CA #3 - Geotechnical Engineering – Geothermal Test Well	\$ 0	\$ 117,673	\$ 0	\$ 117,673
CA #3 -Acoustical Engineering – Noise Sound Measurements	\$ 0	\$ 5,500	\$ 0	\$ 5,500
CA #4 – HAZMAT Consulting	\$ 0	\$ 138,512	\$ 0	\$ 138,512
CA #5 – Geo-Environmental & Geotechnical, Subsurface	\$ 0	\$ 340,725	\$ 0	\$ 340,725
CA #6 – Utilities – Hydrant Flow Test	\$ 0	\$ 1,375	\$ 0	\$ 1,375
CA #7 – Supplemental Geo-Engineering & Geotechnical	\$ 0	\$ 50,050	\$ 0	\$ 50,050
CA #8 – Site Surveying	\$ 0	\$ 2,750	\$ 0	\$ 2,750
CA #9 – Supplemental Geo-environmental Engineering	\$ 0	\$ 42,900	\$ 0	\$ 42,900
CA #10–Supplemental Geo-environmental Engineering	\$ 0	\$ 19,800	\$ 0	\$ 19,800
CA #11–Supplemental Geo-environmental Engineering	\$ 0	\$ 13,200	\$ 0	\$ 13,200

CA #12–Supplemental Survey Building Height Certification	\$ 0	\$ 1,320	\$ 0	\$ 1,320
CA #13 – Solar Study	\$ 0	\$ 2,090	\$ 0	\$ 2,090
CA #14–Supplemental Geo-Environmental Engineering	\$ 0	\$ 0	\$ 19,800	\$ 19,800
Total Fee	\$1,179,260	\$ 7,995,458	\$ 19,800	\$ 9,194,518

This Amendment is for the anticipated Task 8 work related to the Task 4 Supplemental Geo-environmental Services approved in Contract Amendment 10. The scope of services is to provide additional subsurface explorations to obtain soil samples to determine extent of soil and groundwater contamination along the property line to the east within the existing driveway along the commercial properties.

3. The Construction Budget shall be as follows:

Original Budget: \$ 93,335,813
 Amended Budget: \$ 92,683,548

4. The Project Schedule shall be as follows:

Original Schedule: Phase 1 Substantial Completion – 11/4/2022
Phase 2 Substantial Completion – 8/31/2024
 Amended Schedule Phase 1 Substantial Completion – 5/31/2023
Phase 2 Substantial Completion – 8/31/2024

Phase 1 – New Building, Roadways and Sidewalk Work
 Phase 2 – Abatement & Demolition of Existing Building, Geothermal Wells & Site Improvements

5. This Amendment contains all the terms and conditions agreed upon by the Parties as amendments to the original Contract, as amended. No other understandings or representations, oral or otherwise, regarding amendments to the original Contract, as amended, shall be deemed to exist or bind the Parties, and all other terms and conditions of the Contract, as amended, remain in full force and effect.

IN WITNESS WHEREOF, the Owner, with the prior approval of the Authority, and the Designer have caused this Amendment to be executed by their respective authorized officers.

OWNER:

 (print name)

 (print title)

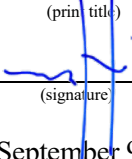
By: _____
 (signature)

Date: _____

DESIGNER:

Jonathan Levi FAIA
 (print name)

Principal
 (print title)

By: 
 (signature)

Date: September 9, 2021

03 September 2020

Mr. Jim Rogers
Principal
LEFTFIELD Project Management
225 Franklin Street, 26th Floor
Boston, MA 02110

Re: *Fee Proposal, Geoenvironmental Services
Driscoll School, Brookline MA*

Dear Jim,
Attached please find a proposal from McPhail for Geoenvironmental services to be performed as a subconsultant to JLA.

Fee

As described in Article 4.11 of the Contract for Designer Services, the services associated with this proposal are to be invoiced on a lump sum basis as Extra Services, plus the 10% standard markup specified in Articles 9.1 and 9.1.1.

Task 4: Borings, testing, and report	\$18,000
10% markup	\$1,800
Total	\$19,800

Please do not hesitate to contact me if you would like us to clarify or modify our assumptions, or if there is anything represented here which does not conform to your expectations.

Sincerely,



Philip Gray
Associate Principal
Jonathan Levi Architects



November 18, 2020

Jonathan Levi Architects
266 Beacon Street
Boston, MA 02116

Attention: Mr. Philip Gray

Reference: Driscoll School; Brookline, Massachusetts
Proposal for Supplemental Geoenvironmental Engineering Services

Ladies and Gentlemen:

We are pleased to present our proposal for providing supplemental geoenvironmental engineering services for the above-referenced project. The proposed scope of work is being provided as a supplement to our March 4, 2020 proposal for geoenvironmental engineering services and is subject to the Terms and Conditions contained therein. Task numbers referenced herein are numerically sequenced to the March 4 proposals.

Background

Five (5) subsurface exploration programs have been completed by McPhail Associates, LLC in November 2018 for preliminary geotechnical purposes and in February, April, July, and September 2020 for geotechnical and/or geoenvironmental purposes. In general, the results of testing identified the presence of the constituents analyzed at concentrations typical to urban fill material and/or consistent with natural background levels for the natural soil samples.

However, the presence of tetrachloroethene ("PCE", a chlorinated volatile organic compound "CVOC") was detected in a sample of fill obtained from boring B-106, S8 (14-15 feet) at a concentration of 2 milligrams per kilogram (mg/kg) which exceeds the applicable RCS-1 Reportable Concentration of 1 mg/kg and the volatile petroleum hydrocarbon (VPH) fractions C9-C10 Aromatics and C5-C8 Aliphatics were detected in sample B-303 (16-18 feet) at concentrations of 564 mg/kg and 150 mg/kg, respectively, which exceeded the MA DEP RCS-1 Reporting Concentration of 100 mg/kg as contained in the Massachusetts Contingency Plan 310 CMR 40.0000 (MCP). Accordingly, the Town of Brookline filed a Release Notification Form (RNF) with the Department of Environmental Protection (DEP) on July 23, 2020 listing the above compounds as reportable releases to soil at the site. Release Tracking Number (RTN) 3-36385 was assigned to the release by the DEP.

Additional explorations were completed adjacent to the borings in which the PCE (B-106) and petroleum hydrocarbon (B-303) releases were identified. The extent of the PCE release to soil has been defined in the vicinity of boring B-106. However, the results of supplemental testing of soil samples obtained from the additional borings in the vicinity of B-303 identified the presence of VPH fractions, 2-methylnaphthalene, ethylbenzene, Naphthalene, and p/m-Xylene at concentrations that exceed the MA DEP RCS-1 Reporting Concentration. These exceedances were identified in soil samples B-303, S-9 (16-18 feet),



B-303C (OW) (16-18), B-303F (16-18), B-303H (16-18) and B-303I (OW) (16-18). The presence of these compounds is considered to be associated with the previously identified VPH release condition. Hence, notification of the DEP of a new release condition is not required.

In general, sampling and testing of groundwater samples obtained from monitoring wells installed at the site did not identify a reportable release condition in groundwater. However, within observation well B-303C (OW) detected VPH Fraction C9-C10 Aromatics at a concentration 5,420 µg/L, which exceeds the MCP GW-2 standard of 4,000 µg/L.

A total of six (6) groundwater samples were collected from monitoring wells B-103(OW), B-106A (OW), B-116(OW) B-303C (OW), B-303I (OW) and B-310(OW) and submitted to the laboratory for testing for the presence of VPH, EPH and/or VOCs. The results of chemical analysis of these groundwater samples did not detect concentrations of the tested compounds in excess of the applicable MCP RCGW-2 Reportable Concentrations with the exception of the VPH fraction C9-C10 Aromatics within the sample collected from monitoring well B-303C (OW). The VPH fractions C9-C10 Aromatics was detected in samples B-303C (OW) at a concentration of 5,420 micrograms per liter (µg/L) which exceeded the MCP RCGW-2 Reportable Concentrations of 4,000 µg/L. The detection of VPH in groundwater is considered to be associated with the release to soil, hence, notification of the DEP of a new release is not required. However, given that a release condition to a different environmental media (soil versus groundwater) has been identified, filing of a Revised RNF under RTN 3-36385 is required to add VPH in groundwater as a contaminant of concern at the site.

The horizontal and vertical limits of the PCE release to soil have been defined as part of our July 2020 subsurface exploration program. However, the extent of the VPH release to soil and groundwater requires further assessment along the eastern/southeastern property line to determine if the release effects soil or groundwater off-site.

Geoenvironmental Task 8: Supplemental Geoenvironmental Services

McPhail proposes a supplemental phase of geoenvironmental subsurface explorations at the site to obtain soil samples from within the vicinity of the identified release of petroleum constituents in the vicinity of boring B-303 to further assess the nature and extent of soil and groundwater contamination and provide recommendations for remedial response actions in accordance with the MCP. Therefore, we propose to advance up to four (4) borings long the property line to the east within the existing driveway along the commercial properties to further assess the extent of the contamination within the vicinity of boring B-303. The sample with the highest head space screening in each of the borings will be chemically tested for VPH and EPH Fractions. Up to four (4) monitoring wells will be installed with a explorations after completion of the sampling.

Our proposed scope of supplemental geoenvironmental engineering services will include the following:



1. Subcontract with a qualified drilling subcontractor to perform the geoprobes, install the groundwater monitoring wells and clear utilities with Dig-Safe;
2. Provide a qualified field engineer or geologist to mark the exploration locations in the field by taping from existing site features, to monitor the explorations, to obtain representative soil samples, to monitor the groundwater levels in the completed explorations and groundwater monitoring wells, to prepare detailed field logs, to make modifications to the subsurface exploration program depending upon actual conditions encountered and to determine the existing ground surface elevation at each exploration location
3. Screen soil samples obtained from the geoprobes with a MiniRAE 3000 (or equivalent) photoionizer for the presence of total volatile organic compounds (TVOC);
4. Based on the results of our research, soil screening and field observations, submit up to 4 soil samples for testing for the presence of VPH, up to two (2) of which would also be tested for EPH;
5. Obtain and submit one sample from each of the groundwater monitoring wells for the presence of VPH, two (2) of which would also be tested for EPH;
6. Review the chemical test results with respect to the applicable risk-based standards contained in the MCP; and
7. Prepare an Environmental Conditions summary letter based on the results of the supplemental exploration program including requirements/recommendations for MCP compliance and remedial response actions.

The cost of chemical testing charged by the laboratory is predicated upon a turnaround time (TAT) of five (5) business days. The fee for engineering services would be based on a multiple of 2.5 times salary cost for technical personnel directly attributable to the project plus any direct expenses (e.g. chemical testing) at cost plus 15 percent.

The lump sum fee for the scope of geoenvironmental engineering services listed above in Items 1 through 7 is **\$18,000**, which includes the drilling subcontractor for two (2) days and an allowance of \$3,500 for the scope of chemical testing.



Jonathan Levi Architects
November 18, 2020
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We look forward to being of continued service to you and the design team on this challenging project. To authorize us to proceed with the services proposed above, please sign and return a copy of this letter.

Should you have any questions, please do not hesitate to contact us.

Very truly yours,

McPHAIL ASSOCIATES, LLC

JONATHAN LEVI ARCHITECTS

A handwritten signature in blue ink that reads "Nicholas D. Hodge".

Nicholas D. Hodge

BY _____

A handwritten signature in blue ink that reads "Joseph G. Lombardo, Jr.".

Joseph G. Lombardo, Jr., L.S.P.

DATE _____

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NDH/jgl